



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
Centers for Disease Control
and Prevention (CDC)

AUG 19 2009

Reference: ARRA Funding

Dear Grantee:

Congratulations, you been selected to receive funding under the American Reinvestment and Recovery Act (ARRA). The awarded amount is as follows:

CI07-70402	\$853,443
CI07-70406	\$236,770

Attached is the Pre-Award Discussion Checklist for you to review, sign, and return prior to the budget discussion. I would like to schedule a teleconference to discuss the Terms and Conditions, and budget concerns pertaining to the award. This call should last no more than 15 minutes if there are no major concerns. If a revised budget is deemed necessary, it must be submitted to PGO two days after the budget discussion.

Please advise if the following scheduled date and time is acceptable:

August 20, 2009, 11:30am

If not, please provide an alternate date. Please ensure that the Principal Investigator and a Business Office Official is present for the call, and any other staff deemed necessary.

Should you have programmatic concerns that are not addressed during the call, please contact your ELC Program Coordinators Sandra Browning, at (404)639-3635, sbrowning@cdc.gov or Alvin Shultz, 404)639-7028, ashultz@cdc.gov, for any grants management questions, please contact Yolanda Ingram-Sledge, Grants Management Specialist, (770) 488-2787.

Sincerely,

Yolanda Ingram-Sledge
Grants Management Specialist
Acquisition & Assistance Branch II
Procurement and Grants Office

Grantee: Illinois

Grantee	Illinois		
Amnt. by Line Item and Project	Project		
LineItem	ARRA HAI (ELC)	ARRA 317 Varicella	Grand Total
Contractual	\$705,070	\$236,770	\$941,840
Equipment	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Indirect	\$103,154	\$0	\$103,154
Other	\$13,399	\$0	\$13,399
Salaries	\$20,000	\$0	\$20,000
Supplies	\$0	\$0	\$0
Travel	\$11,820	\$0	\$11,820
Grand Total	\$853,443	\$236,770	\$1,090,213
Grantee	Illinois		
Amnt. by CAN & Project	Project		
CAN	ARRA HAI (ELC)	ARRA 317 Varicella	Grand Total
939-0023	\$0	\$236,770	\$236,770
ZJXD	\$853,443	\$0	\$853,443
Grand Total	\$853,443	\$236,770	\$1,090,213

HAI Funding Justification

Application Rank (out of 51): 4th

Funding Notes: Activity B not fully funded. ELR contract designed to put NEDSS data into NHSN did not appear feasible within constraints of this award.

317 Funding Justification

Varicella: Application ranked 4th of 10. Funded at 95% of requested.

IL

Budget Summary - September 1, 2009 - December 31, 2011

Illinois Department of Public Health (IDPH)

	Salary/yr	FTE	Indirect Costs	months	Total/Budget	IN KIND
Div. Chief Pt. Safety and Quality (M. Driscoll)		0.2 0.1				x x
State Epidemiologist (C. Conover)						
Coordinator of Infection Programs (J. Conway)		0.2				x
HAI Coordinator (grant to Ill. Public Health Assoc.)	\$75,000	0.8		27 mos	\$168,750	OK
Epidemiologist (grant to Ill. Public Health Assoc.)	\$50,000	0.5		27 mos.	\$112,500	OK
IPHA indirect 10%			\$28,125			
APIC chapters (grant) to provide, education, training, and support to hospitals for NHSN use				28 mos	\$70,000	OK
Validation (CLABSI, SSI, MDRO/CDOD)				28 mos	\$34,180	20,000
webinars and phone conf. 6 webinars + phone host				28 mos	\$13,399	OK
ELR initiative				28 mos	\$373,820	153,820
Prevention Collaboratives (2) (contract to QIO)				28 mos	\$190,000	> 200,000 OK
Expert Consultation					\$10,000	
Travel (national) 2 CDC meetings for 2 people					\$4,000	OK
Travel (state)					\$7,820	OK
Administrative costs IDPH 10% (minus IPHA indirect cost)			\$98,443			
Total Indirects			\$126,568		\$126,568	103,154
Total Budget					\$1,111,007	853,443

Illinois Department of Public Health
ELR budget - grant to CHES

Personnel	Salary/yr	% time	12 month budget	28 month budget
Application design and development	90,000	0.15	13,500	31,496
Website design and development, including security	55,000	0.1	5,500	12,832
Database administrator-server installation	70,000	0.1	7,000	16,331
Project director		In-kind		0
Co-director		In-kind		0
Direct Costs, Personnel			26,000	60,658
Fringe		0.38	9,880	23,050
			35,880	83,708
Indirects		0.3	10,764	25,112
Total for personnel			46,644	108,820
Hardware	\$ per site	# sites		
Server and software to host secure website	25,000	1	25,000	25,000
Servers for local hospitals	10,000	2	20,000	20,000
Software				
Data receiver and parser			CDPH funded	
ELR database structure			CDPH funded	
Mapping data to standard vocabularies			CDPH funded	
Total Project			12 months 91,644	28 months 153,820

OK

Illinois Department of Public Health INEDDS
ELR Budget 9-1-09 - 12-31-11

Personnel	Salary/yr	% time	months	Total Budget
ELR Coordinator To build the data extraction from each of the hospitals and map those data to the appropriate NHSN field according to the technical guide version 2.25.		20%	28 months	In-kind
Total Personnel				\$0
Software Maintenance costs for Websphere Transformation Extender (WTX) and MOVEIT.				In-kind
Total Software Costs				\$0
Hardware DB2 database and Unix Server				In-kind
Total Hardware Costs				\$0
Contractual Rose International: I-NEDSS Project Manager To oversee implementation of ELR from existing hospitals (currently sending IDPH ELR data into the NHSN and to establish new ELR data exchanges with at least 10 new hospitals into ELR, and to coordinate importation of data from the Chicago ELR into the NHSN.		10%		In-kind
Rose International: Data Analyst/HL7 Certified Expert To work with Illinois hospital to identify the testing procedures and result codes consistent with the Technical Guide version 2.25; to assist with mapping of those elements to the NHSN. according to the technical guide, to test the extraction from the hospital to NHSN, to monitor daily transmission, and to create reports for IDPH staff on those data that are transmitted.	\$110,000	75%	28 months	\$220,000
Total Cost				\$220,000

Validation

CLABSI, SSI, MDRO/CDAD

ILLINOIS DEPARTMENT OF PUBLIC HEALTH 9/1/2009 - 12/31/2011

	Salary/yr	Time	months	Total Budget
Audit Abstractor Coordinator	64,000	5.30%	28	7,872.00
3 Audit Abstractors	64,000	2.70%	28	12,128.00

	Number	Unit Cost	Amount
Equipment			
Dell Laptops	4	700.00	2,800.00
Data Collection Software	1	1,500.00	1,500.00
SAS 9.2 Software	1	4,500.00	4,500.00
SAS Training	1	1,425.00	1,425.00
Audience Response System	1	3,685.00	3,685.00
Supplies			
Shipping	8	30.00	240.00
Total Cost			\$34,150.00 20,000

PREVENTION COLLABORATIVE

- ACTIVITY C

ILLINOIS DEPARTMENT OF PUBLIC HEALTH 9/1/2009 - 12/31/2011

	Salary/yr	FTE	months	Total Budget
Quality Improvement Facillator		1	24	100,000
Physician Clinical Coordinator		0.1	24	25,000
Administrative Assistant Support		0.25	24	50,000
Travel to Participant Sites				8,945
Other Costs				6,055
Total Budget				\$190,000

OK

Budget Justification Narrative

Chief, Division of Patient Safety and Quality, Mary Driscoll, R.N., M.P.H. (in kind)

State Epidemiologist, Craig Conover, M.D., M.P.H. (in kind)

State Coordinator of Infection Program, Judy Conway, R.N., (in kind)

These IDPH personnel will be the leadership of this HAI prevention initiative. Driscoll, in particular, will oversee all activities listed in this proposal. She will continue to build partnerships and be the convener of the HAI Prevention Advisory Council. Craig Conover will provide medical oversight to this project and Conway will insure communication with hospital Infection Preventions at all levels.

Healthcare-associated Infection Prevention Coordinator (.80 FTE)

This person will be responsible for coordinating the development and implementation of the HAI Prevention Plan. She will report to the Chief of the Division of Patient Safety and Quality and be responsible for all the day to day implementation of this funding initiative. She will work closely with IDPH staff from Patient Safety and Quality, the Division of Infectious Disease and the HAI Advisory Council. She will lead enrollment in NHSN, enrollment of new NHSN modules and work closely with the epidemiologist in data reporting. She will work closely with the QIO on implementation of the prevention collaborative.

Epidemiologist (.50)

She/he will be responsible for training IDPH staff, APIC members, individual hospital Infection Preventionists in HAI data analysis and utilization. She will be responsible for gathering baseline data, data analysis and data reporting for IDPH and will work closely with CDC to ensure accuracy of data reporting. She will be responsible for all data validation efforts. She will work closely with IDPH Patient Safety and Quality, the state epidemiologist, the HAI Coordinator and the Coordinator of Infection Prevention.

APIC (Association for Professionals in Infection Control and Epidemiology, Inc.)

IDPH will grant \$35,000 each to two of the four APIC chapters in Illinois, the Central Illinois Chapter and the Metro Chicago Chapter. These are the largest APIC chapters in the state and have representation from hospitals that have been using NHSN for HAI reporting since its inception (and, previously, used the NNIS system). The four Illinois chapters have agreed that these two large chapters will receive funding to provide consultation, training and support to all local hospitals as they implement and expand NHSN reporting. Consultation will be provided at both the group and individual level. APIC may organize webinars, site visits and phone conferences. All chapters will participate with the epidemiologist with the validation effort, but the Central Illinois and Metro Chicago chapter will facilitate the process.

Validation

Audit Abstraction

The Audit Abtractor Coordinator will be an Infection Preventionist involved in all aspects of the validation process: responsible for developing the data collection tool and abstracting protocol for CLABSI and SSI audits, training the team of 3 Audit Abstractors, performing hospital audits, developing the case studies module and the pre/post training evaluation module.

The 3 Audit Abstractors will be Infection Preventionists that will be trained to perform hospital audits for CLABSI and SSI cases selected for validation. They will travel to hospitals throughout Illinois to perform audits.

Equipment

Laptop computers will be used by the team of Audit Abstractors to perform case audits in select Illinois hospitals.

Data Collection Software will be used to develop the data collection tool for CLABSI and SSI audits. It will be loaded on 4 laptops.

The SAS 9.2 software will be used for data management, compilation and data analysis.

The Epidemiologist working with the Audit Abtractor coordinator and the HAI coordinator will undergo SAS training in order to use the SAS program effectively.

The Audience Response system will be used for the Case Study component of the Validation process. Case studies will be presented at APIC chapter meetings and Infection Preventionists will enter their responses using the audience response system. This will allow for an efficient and timely means of data collection and it will also be used as a learning tool of the Infection Preventionists.

Supplies

The Audience Response system used in the Case Study component of the Validation process will be shared by the 4 Illinois APIC chapters at their quarterly meetings. These chapters are located in different regions of the state and the audience response system will need to be shipped to the chapter meetings. Each chapter will plan to have the Case Study evaluation at two quarterly meetings throughout the 18-month study period, requiring 8 shipments.

Webinars

Six webinars and phone conferences will be organized by IDPH for 120 invitees each to facilitate instruction in NHSN reporting of CLABSI in Pediatric settings, SSI, as well as data analysis for improvement. These three topics will be repeated twice. The audio cost portion per webinar is \$0.8 cents per dial in/per minute for 120 invitees, and the webinar (visual) cost portion per webinar is \$0.21 cents per port/per minute for 120 invitees. Thus the total cost is \$12,528.00. An additional two webinar and phone conferences will be held for the 25 prevention collaborative participants on the MDRO/CDAD modules at a total cost of an additional \$870.00.

Expert Consultation

This will include stipends and travel for clinical expertise to attend collaborative sharing meetings. Medical experts will have extensive knowledge of *Clostridium Difficile*. Infectious disease experts in *Clostridium Difficile* will be recruited from St. Louis area to provide consultation in Downstate Illinois, while experts from the Chicago area will be recruited for northern Illinois to minimize cost. It is expected that the experts will attend each sharing multi-hospital collaborative meeting and some webinars.

ELR – CHESS and INEDDS

CHESS and the INEDDS system will work together to form a unified public health surveillance system for hospital-acquired infections. This funding will provide the first step by leveraging the existing electronic laboratory reporting data processor and standardized database structure. For some NHSN modules (e.g., MDRO module) data will flow into NHSN with little need for manual revision. These data can be made available to local and state health departments through NHSN group user designation.

The ELR implementation team Project Director and Co-Director will work IN KIND on the expansion of this ELR initiative. For the re-purposing of the ELR system for healthcare-associated infection detection and reporting, software development will be required that allows for presentation of the data to infection preventionists and secure transmission to NHSN. These tasks require the skills of a website programmer, a software developer, and a database administrator. A server will be acquired to host the secure website. In addition, 2 servers will need to be acquired for newly recruited hospitals to locally host the ELR software, which includes an HL7 receiver and parser and the standardized database structure with terms mapped to standard vocabularies.

INEDDS will contribute an IN-KIND ELR coordinator, software, and hardware to this effort.

The INEDDS Project Manager (IN KIND) will oversee implementation. INEDDS existing contractor Rose International Data Analyst/HL7 Certified Expert will work with Illinois hospitals to identify the testing procedures and result codes and mapping those elements to NHSN. This system will also create reports for IDPH staff on which data are transmitted.

Prevention Collaborative with QIO

The *Quality Improvement Facilitator (QI Facilitator)* will have experience in organizing and managing collaboratives. This position will assist IDPH with recruitment of hospital participants and help coordinate and facilitate multi-hospital collaborative meetings. The QI facilitator will plan and facilitate educational and collaborative teleconferences and WebEx sessions. Direct onsite and telephonic quality improvement technical assistance will be provided to the 20 – 24 Illinois hospital participants. The QI facilitator will track hospital-specific progress and serve as the primary contact person and resource for participating providers regarding the collaborative project. This position will be 1 full time equivalent over 28 months to meet the need of the Collaboratives.

Physician Clinical Coordinator

The Physician Clinical Coordinator will be an M.D. with quality improvement expertise and experience with collaboratives. This position will assist IDPH and the QIO in obtaining buy-in from hospital administrators and medical leadership at hospitals participating in the collaboratives. They will also function as an ancillary clinical and quality improvement resource for the QI Facilitator and hospital teams participating in the collaborative. This is a 0.1 full time equivalent position over 28 months to meet the needs of the Collaborative.

Administrative Assistant Support

The Administrative Assistant will provide administrative support for all the activities related to the collaborative including:

- assisting with coordination of face-to-face meetings, WebEx meetings and teleconferences
- producing materials for onsite visits and meetings
- assisting with provider and stakeholder communications

- acting as a contract point for providers when the QI Facilitator is unavailable.

This is a 0.2 full time equivalent position over 28 months to meet the needs of the Collaborative.

Other Costs

Other costs include:

- 10 Webinars for 25 participants based on the formula described above for a total of \$4350.00
- Printing for collaborative and on-site visits at \$1,200
- Office supplies \$284.00
- Postage \$103.50 and envelopes \$99.00

Travel for Collaboratives

Onsite Hospital Visits within Chicago Metro Area

Number of Trips = 60

Average mileage: 60 miles roundtrip

Average parking: \$15 per trip

Collaborative Meetings in Chicago Metro Area (3 x 2 travelers)

Number of Trips = 6

Average mileage: 60 Miles roundtrip

Average parking: \$15

Onsite Hospital Visits in Central Illinois

Number of Trips = 20

Rental Car: 1 day per trip

Gas Mileage: approx. 440 miles

Average parking: \$10

Collaborative Meetings in Central Illinois (2 x 2 travelers)

Number of trips: 4

Rental Car: 2 days per trip

Gas mileage: 440 miles

Average parking: \$10

Overnights: 4

Total travel throughout the state for the collaboratives is \$8,945.00

IDPH Travel

Epidemiologist, HAI Coordinator and Coordinator of Infection Prevention to local APIC chapter meetings

Number of trips: 8

Rental Car: 2 days per trip

Average miles: 300 miles roundtrip

Average Parking: \$15

Chart Audit Validation of NHSN Reporting

Costs depend upon location/number of outliers to be audited. Average estimate: \$600.00

Recruitment of hospitals for Metropolitan Chicago Collaborative

Number of trips: 20

Average miles: 60 roundtrip

Average Parking: \$15

Recruitment of Downstate/Central Illinois hospitals for Collaborative

Number of trips: 5
Rental Car: 2 days per trip
Average mileage: 440 roundtrip
Average parking: \$10
Collaborative Meetings in Chicago Metro Area (3 x 4 travelers)
Number of Trips = 3
Average mileage: 60 Miles roundtrip
Average parking: \$15

All other IDPH staff travel for prevention collaboratives meetings will be done through the Collaborative travel funds. This includes additional travel for the HAI Coordinator. Total estimated IDPH travel is \$7,820.00.

Administrative Costs at Ten Percent

Administrative costs will be ten percent to the Illinois Public Health Association to cover their costs of administering a grant for the hire of the HAI Coordinator and the Epidemiologist. This will expedite hiring of two critical positions for this funding.

Ten percent of the overall budget will go to the Illinois Department of Public Health for administration of funding initiative. IDPH will be tracking and following all budgeted dollars in accordance with ARRA procedures and has set up policy and procedures to monitor ARRA funding. They are attached.

IL

**Proposal to Assess Varicella Vaccine Effectiveness in School Settings
Through Varicella Outbreak Investigations
Budget Narrative and Justification**

A. CONTRACTUAL

TOTAL

~~\$240,748~~

236,770

AGENCY, PROPOSED BUDGET

AMOUNT REQUESTED

COOK COUNTY DEPARTMENT of
PUBLIC HEALTH

\$53,500

OK

Connie Linchangco, MPH, (Epidemiologist IV)

\$25,000

This position will act as county-based project coordinator. This position is in jeopardy of being reduced to part-time or being eliminated due to funding cuts; availability of these ARRA funds will allow Cook county to retain this experienced employee. This position will also coordinate reporting, case investigation, and implementation of control measures as needed throughout 2011.

Steven Jones (Epidemiologist I)

\$12,500

Madhavi Pitale (Senior Epidemiologist I)

\$12,500

These positions, both at Cook County Department of Public Health, will assist the varicella project coordinator with maintaining weekly varicella surveillance with participating schools, conduct varicella case investigations on school-aged children and adolescents, and implement and document varicella outbreak control measures. These positions are in jeopardy of being reduced to part-time or being eliminated due to funding cuts; availability of these ARRA funds will provide.

In addition, this contract budget will address operating costs for staff to include \$1,818 for staff mileage (3 employees to travel 100 miles a month for 12 months @ 0.505/ mile) incurred in travel to address school personnel and conduct varicella investigations, \$1,215 for educational materials to use with school staff and \$467 for project office supplies.

DUPAGE COUNTY HEALTH DEPARTMENT

\$53,500

OK

Janice Vercillo, RN, (Communicable Disease Specialist)

\$25,000

This position will act as county-based project coordinator. This position is currently a part-time employee; availability of these ARRA funds will allow DuPage county to retain this experienced employee in a full-time role. This position will also coordinate reporting, case investigation, and implementation of control measures as needed throughout 2011.

Colette Petit, RN (Communicable Disease Specialist)

\$25,000

This position will assist the varicella project coordinator with school staff education to commence and sustain varicella surveillance, case investigation, implementation of outbreak control measures, and administration of vaccine in school-based clinics as may be deemed appropriate throughout 2011.

In addition, the DuPage contract budget will address operating costs for staff to include \$1,212 for staff mileage (2 employees to travel 100 miles a month for 12 months @ 0.505/ mile) incurred in travel to address school personnel and conduct varicella investigations, \$1,000 for educational materials to use with school staff, \$1,000 for printing costs incurred with producing forms for school-based reporting and \$288 for project office supplies.

KANE COUNTY HEALTH DEPARTMENT

\$53,500

OK

Cindy Gross, MT, SM (ASCP), CIC (Epidemiologist)

\$15,000

This position will act as county-based project coordinator. This position is in jeopardy of being eliminated due to funding cuts; availability of these ARRA funds will allow Kane County to retain this experienced employee. This position will also coordinate reporting, case investigation, and implementation of control measures as needed throughout 2011.

Mary Tebeau, RN, BSN, MPH (Program Manager)

\$20,000

Kathy Swedburg, RN (Staff Nurse)

\$15,000

These positions will assist the varicella project coordinators with school staff education to commence and sustain varicella surveillance, case investigation, implementation of outbreak control measures, and administration of vaccine in school-based clinics as may be deemed appropriate throughout 2011.

In addition, the contract budget will address operating costs for staff to include \$1,212 for staff mileage (2 employees to travel 100 miles a month for 12 months @ 0.505/ mile) incurred in travel to address school personnel and conduct varicella investigations, \$1,000 for educational materials to use with school staff, \$500 for printing costs incurred with producing forms for school-based reporting, \$500 for cell phone costs for project coordinator and \$288 for project office supplies.

LAKE COUNTY HEALTH DEPARTMENT

\$53,500

OK

Part Time Nurse (R.N).

\$50,115

This part-time position [208 Days (1,660 Hours) at a rate of \$30.19/hr, including Fringe] to plan and conduct weekly surveillance of 20 schools, conduct varicella investigations and document findings in I-NEDSS, develop and provide education on varicella vaccinations and infection control practices within school settings to school health staff and/or administration. In addition, \$1,000 will be used to acquire educational materials to use with school staff, \$1,000 to address printing costs incurred with producing forms for school-based reporting, \$779 for staff cell phone use and \$ 606 to address staff mileage (100 miles @ 0.505/ month for 12 months) incurred in travel to address school personnel and conduct varicella investigations.

ROSE INTERNATIONAL
I-NEDSS Developer

~~\$35,000~~ 22,770

\$35,000 is being requested to support the development and deployment of the extended modules of the I-NEDSS varicella component. Currently, varicella reporting allows demographic-based reporting on each case. Availability of these funds to address developing and deploying additional screens to document expanded data collected on the patient's history of previous illness and/or varicella vaccination and provide information on patient epidemiological risk factors, contacts, lab results and severity of illness will be an essential component to evaluating progress on this proposal. Following a competitive process in 2008, Rose International is the current recipient of a three-year contract to address expansions and modification to the IDPH I-NEDSS application.

TOTAL ILLINOIS Varicella Outbreak Proposal

~~\$249,000~~
236,770

AMERICAN REINVESTMENT and RECOVERY ACT (ARRA) PRE-AWARD DISCUSSION CHECKLIST

This document provides information regarding your pending ARRA award.

NOTE: Announcement of this award may NOT be made until your organization (Business Officer and Principal Investigator) has received official notification of award via receipt of the actual Notice of Award.)

Recipient Reporting

Immediately register at www.federalreporting.gov and ensure your grantees and contractors are registered.

If you do not have a DUNS #, apply for one immediately at <http://fedgov.dnb.com/webform>. Ensure that your contractors have a DUNS # and are registered with the Central Contractor Registration (CCR) database. More information for CCR can be found at www.ccr.gov/GAQ.aspx.

Review OMB recipient reporting webinars to learn about requirements around recipient reporting at <http://www.whitehouse.gov/recovery/webinartrainingmaterials/>. Per award, reporting elements are as follows:

- Amount of funding received
- Amount obligated and expended at time of reporting
- Detailed list of projects or activities (name, description, completion status)
- Estimated number of jobs created and/or retained
- Detailed list of subcontracts or sub-grants awarded for items over \$25,000
- Etc.

CDC will be providing agency-specific training and guidance documents on recipient reporting this fall. More details will be forthcoming.

Key Dates for Recipient Reporting:

- August 17 – Registration opens at www.federalreporting.gov
- October 1-10 – Recipient reports are due to www.federalreporting.gov
- October 11-21 – Recipients review reports for errors and make corrections
- October 22-29 – Recipients are notified of existing errors by CDC and make corrections
- October 30 – Recipient reports become public on www.recovery.gov

Terms and Conditions of Award (Reporting)

(Attached)

Site Visits: CDC will initiate scheduling of post award site visits to recipient organizations in October. Prior notification will be provided to the organization's Business Official and Principal Investigator to afford an opportunity for preparation.

CDC contacts

A Grants Management Specialist will be assigned to your grant to provide business administrative assistance. A Project Office will also be assigned to provide technical/programmatic assistance.

Please acknowledge receipt and understanding of the information contained herein, and return document to CDC, via fax at 770-488-2044. Clarification may be obtained during scheduled budget call.

Recipient/Organization Name: _____

Funding Opportunity Announcement Number: _____

Grant Number: _____

Recipient's Authorizing Official: _____

Attachment – Terms and Conditions

Department of Health and Human Services Standard Terms and Conditions American Recovery and Reinvestment Act of 2009

I. Standard award terms and conditions to be included in ALL awards

Insert the following the following standard award terms in all awards funded in whole or in part with Recovery Act funds.

1. HHS Standard Terms and Conditions

HHS grantees must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. In addition to the standard terms and conditions of award, recipients receiving funds under Division A of ARRA must abide by the terms and conditions set out below. The terms and conditions below concerning civil rights obligations and disclosure of fraud and misconduct are reminders rather than new requirements, but the other requirements are new and are specifically imposed for awards funded under ARRA. Recipients are responsible for contacting their HHS grant/program managers for any needed clarifications.

2. Preference for Quick Start Activities

In using funds for this award for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. (ARRA Sec. 1602)

3. Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

4. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

5. Civil Rights Obligations

While ARRA has not modified awardees' civil rights obligations, which are referenced in the HHS' Grants Policy Statement, these obligations remain a requirement of Federal law. Recipients and subrecipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services). For further information and technical assistance, please contact the HHS Office for Civil Rights at (202) 619-0403, OCRmail@hhs.gov, or <http://www.hhs.gov/ocr/civilrights/>.

6. Disclosure of Fraud or Misconduct

Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

7. Responsibilities for Informing Sub-recipients

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

8. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 45 CFR 74.21 and 92.20 "Uniform Administrative Requirements for Grants and Agreements", as applicable, and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

II. Standard award terms and conditions to be included in ALL awards EXCEPT for those that are classified, awarded to individuals, or awarded under mandatory and entitlement programs, except as specifically required by OMB, or expressly exempted from the reporting requirement in the Recovery Act

Insert the following standard award terms in all awards funded in whole or in part with Recovery Act funds, EXCEPT for those that are classified, awarded to individuals, or awarded under mandatory and entitlement programs, except as specifically required by OMB, or expressly exempted from the reporting requirement in the Recovery Act. See 2 CFR 176.40-.50.

Recipient Reporting

Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active

federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

III. Standard award term when issuing announcements or requesting applications for Recovery Act programs and activities that may involve construction, alteration, maintenance, or repair

As indicated in 2 CFR 176.180-.190, when issuing announcements or requesting applications for Recovery Act programs and activities that may involve construction, alteration, maintenance, or repair OPDIVs shall use the following award term:

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009

a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

IV. Standard award term when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that DOES NOT involve iron, steel, and/or manufactured goods covered under international agreements

As provided by 2 CFR 176.140, when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, the agency shall use the following award term:

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) **Definitions.** As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured

goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____

V. When requesting APPLICATIONS OR PROPOSALS for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair of a public building or public work, and DO NOT involve iron, steel, and/or manufactured goods covered under international agreements

As provided in 2 CFR 176.150, when requesting applications or proposals for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair of a public building or public work, and do not involve iron, steel, and/or manufactured goods covered under international agreements, the agency shall use the following notice in its solicitations:

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED
GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009**

(a) **Definitions.** “Manufactured good,” “public building and public work,” and “steel,” as used in this notice, are defined in the 2 CFR 176.140.

(b) **Requests for determinations of inapplicability.** A prospective applicant requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(Recovery Act) should submit the request to the award official in time to allow a determination before submission of applications or proposals. The prospective applicant shall include the information and applicable

supporting data required by paragraphs (c) and (d) of the award term and condition at 2 CFR 176.140 in the request. If an applicant has not requested a determination regarding the inapplicability of 1605 of the Recovery Act before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal.

(c) Evaluation of project proposals.

If the Federal government determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the Federal Government will evaluate a project requesting exception to the requirements of section 1605 of the Recovery Act by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods not listed by the Federal Government at paragraph (b)(2) of the award term and condition at 2 CFR 176.140, the applicant also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the applicant shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the award term and condition at 2 CFR 176.140 for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Government has not yet determined an exception applies.

(3) If the Federal government determines that a particular exception requested in accordance with paragraph (b) of the award term and condition at 2 CFR 176.140 does not apply, the Federal Government will evaluate only those proposals based on use of the equivalent domestic iron, steel, and/or manufactured goods, and the applicant shall be required to furnish such domestic items.

(End of notice)

VI. Standard award term when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that INVOLVES iron, steel, and/or manufactured goods materials covered under international agreements

As provided by 2 CFR 176.160, when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron,

steel, and/or manufactured goods materials covered under international agreements, the agency shall use the following award term:

(a) **Definitions.** As used in this award term and condition—

“Designated country” --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” --

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel, and/or manufactured good" --

(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

“Foreign iron, steel, and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments;

and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) **Data.** To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]			

VII. When requesting APPLICATIONS OR PROPOSALS for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair of a public building or public work, and INVOLVE iron, steel, and/or manufactured goods covered under